

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jewelkeeper LLC		03/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RGA Checo LLC		
Street Address:	801 BARTON SPRINGS RD.		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5771227	JEWELKEEPER	
Serial Number:	90787415	JEWELKEEPER	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-276-5500		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	128509-0564		
NAME OF SUBMITTER:	Sara M. Felde		
SIGNATURE:	/Sara M. Felde/		
DATE SIGNED:	03/21/2022		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of March 18, 2022, by and between: (i) RGA Checo LLC, a Delaware limited liability company (“Assignee”); and (ii) Jewelkeeper LLC, d/b/a “Jewel Keeper”, a Delaware limited liability company (“Assignor” and, together with Assignee, the “Parties”). Capitalized terms used but not herein defined shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, entered by and among Assignee (as Buyer), Assignor (as Seller) and the Owner(s) named therein (as may be amended, supplemented, acquired or otherwise modified from time to time, the “Purchase Agreement”).

RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee, and Assignee has agreed to accept such conveyance, transfer and assignment of, among others, the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Sale, Transfer, Assignment, Delivery and Conveyance. Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor’s rights, title, goodwill and interest, throughout the world, in, to and under the Intellectual Property Assets, including without limitation:

- a. all issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and including all certificates of invention, petty patents, and patent utility models, to the extent relating to the Business, including those set forth on Exhibit A;
- b. all trademarks, service marks, brands, certification marks, logos, slogans, trade dress, tradenames and other similar indicia of source or origin, whether registered or not, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, extensions and renewals of, any of the foregoing, to the extent relating to the Business, including those set forth on Exhibit B;
- c. all copyrights and works of authorship, whether or not copyrightable, and all registrations, mask works, trade dress, applications for registration, renewals of any of the foregoing, to the extent relating to the Business, including those set forth on Exhibit C;

- d. all domain names, email addresses and internet websites to the extent relating to the Business, including those set forth on Exhibit D;
- e. social media accounts, sites, pages, including, but not limited to, Instagram, Facebook, Twitter, Pinterest, Tik-Tok, and all “handles”, users, fans and/or followers thereof, and blogs, to the extent relating to the Business, including those set forth on Exhibit E;
- f. all licenses and other rights to use any Software; and
- g. trade secrets, know-how, inventions (whether or not patentable), business and technical information, designs, blue prints, conceptual ideas and drawings for new products or systems, databases, data compilations and collections, tools, methods, processes, techniques, user and customer lists, supplier lists, consumer data, data obtainable from the Amazon Account and any Online Marketplace, and other confidential information in respect of the Business;

together with all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property Assets provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Intellectual Property Assets, and all rights of action and defenses accrued, accruing and to accrue in respect of the Intellectual Property Assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of Assignor in all matters related to all of the foregoing (collectively, the “Assigned IP”); in each case, free and clear of any Encumbrances. Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, Assignor agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks and the Commissioner for Patents in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and any other governmental officials, the applicable domain name registrars, and the officials of corresponding entities or agencies in any applicable jurisdictions, including but not limited to WIPO, EUIPO, UKIPO, CIPO and CNIPA, to record and register this Assignment upon request by Assignee.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee as the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time solely to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at Law, in equity or otherwise, that

Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee's rights in the Assigned IP.

4. Further Assurances. Assignor agrees to cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights in the Assigned IP, and Assignor agrees to execute any and all documents reasonably necessary or appropriate to obtain and enforce copyrights, patents, trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and other actions required or necessary to aid Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

5. No Effect on Purchase Agreement. The Parties hereby acknowledge and agree that (a) none of the provisions of the Purchase Agreement, nor any of the rights, remedies or obligations of any of the Parties thereunder, shall be deemed modified, amended, extended, enlarged, limited or altered in any way by this Assignment and (b) this Assignment is subject to all of the representations, warranties and covenants set forth in the Purchase Agreement, all of which are incorporated herein by reference. To the extent any conflict or inconsistency exists between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail.

6. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the Parties.

7. Binding Effect. This Assignment shall be binding upon, and will inure to the benefit of, the Parties and their Affiliates and their respective successors and assigns.

8. Severability. If any term or provision of this Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without reference to conflicts or choice of law principles.

10. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

JEWELKEEPER LLC

DocuSigned by:


By: _____
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Name: Omer Harel

Title: President

ASSIGNEE:

RGA CHEGO, LLC

DocuSigned by:
Christoph Gamon

By: _____
E237932E35574E6

Name: Christoph Gamon

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]